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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

PORNSAK S'ARIPAN; UMAPORN  
RATTANASUNTANTAT,

Plaintiffs,

vs.

SAMAI SINGHATHAI; GARY DICKSON;  
and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: 30-2020-01153724-CU-OE-CJC

) **COMPLAINT FOR DAMAGES FOR:**

- ) 1) **FAILURE TO COMPENSATE FOR**  
) **ALL HOURS WORKED;**  
) 2) **FAILURE TO PAY MINIMUM**  
) **WAGES;**  
) 3) **FAILURE TO PAY OVERTIME;**  
) 4) **FAILURE TO PROVIDE ACCURATE**  
) **ITEMIZED WAGE STATEMENTS;**  
) 5) **FAILURE TO PAY WAGES OWED**  
) **EVERY PAY PERIOD;**  
) 6) **VIOLATION OF LABOR CODE**  
) **SECTION 558;**  
) 7) **FAILURE TO MAINTAIN**  
) **ACCURATE RECORDS;**  
) 8) **FAILURE TO GIVE REST BREAKS;**  
) 9) **FAILURE TO GIVE MEAL BREAKS;**  
) 10) **FAILURE TO PAY WAGES WHEN**  
) **EMPLOYMENT ENDS;**  
) 11) **FAILURE TO REIMBURSE**  
) **BUSINESS EXPENSES;**  
) 12) **FAILURE TO PROVIDE PAY**  
) **RECORDS;**  
) 13) **FAILURE TO PROVIDE**  
) **PERSONNEL RECORDS;**  
) 14) **PRIVATE ATTORNEYS GENERAL**  
) **ACT;**  
) 15) **VIOLATION OF CALIFORNIA**  
) **BUSINESS AND PROFESSIONS**  
) **CODE SECTION**

**DEMAND FOR JURY TRIAL**

Assigned for all purposes

Judge Nathan Scott

COMES NOW Plaintiffs, PORNSAK S'ARIPAN and UMAPORN RATTANASUNTANTAT (hereinafter collectively "Plaintiffs"), and allege as follows:

**PARTIES, JURISDICTION, VENUE**

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Orange in this judicial district because Defendants SAMAI SINGHATHAI; GARY DICKSON and DOES 1 to 25, inclusive, do and did business in the County of Orange, and because Defendants' obligations and liabilities arise therein. Moreover, Plaintiffs' damages sought herein exceed \$25,000.

2. Plaintiff PORNSAK S'ARIPAN is a male resident of the State of California.

3. Plaintiff UMAPORN RATTANASUNTANTAT is a female resident of the State of California.

4. Plaintiffs are informed and believe that at all times herein mentioned, Defendant SAMAI SINGHATHAI is and was a female resident of the County of Los Angeles, State of California and which owned, managed, and operated "Mine Eathai" restaurant located at 10444 Knott Ave., Anaheim, CA 92804. Defendant SAMAI SINGHATHAI employed Plaintiffs to work at the "Mine Eathai". Plaintiffs are also including Defendant SAMAI SINGHATHAI pursuant to California Labor Code Section 558.1 in that Defendant SAMAI SINGHATHAI was the owner and managing agent of "Mine Eathai" restaurant and controlled the wages, hours, and working conditions of Plaintiffs.

5. Plaintiffs are informed and believe that at all times herein mentioned, Defendant GARY DICKSON is and was a male resident of the County of Los Angeles, State of California and which owned, managed, and operated "Mine Eathai" restaurant located at 10444 Knott Ave., Anaheim, CA 92804. Defendant GARY DICKSON employed Plaintiffs to work at the

1 “Mine Eathai”. Plaintiffs are also including Defendant GARY DICKSON pursuant to  
2 California Labor Code Section 558.1 in that Defendant GARY DICKSON was the owner and  
3 managing agent of “Mine Eathai” restaurant and controlled the wages, hours, and working  
4 conditions of Plaintiffs. Defendants SAMAI SINGHATHAI and GARY DICKSON are  
5 collectively referred to as “Defendants”.

6 6. Plaintiffs are ignorant of the true names and capacities, whether individual, corporate,  
7 or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiffs  
8 sue them by these fictitious names. Plaintiffs are informed and believe that each of the DOE  
9 defendants, numbers 1 to 25, reside in the State of California and are in some manner  
10 responsible for the conduct alleged herein. Upon discovering the true names and capacities of  
11 these fictitiously named defendants, Plaintiffs will amend this complaint to show the true  
12 names and capacities of these fictitiously named defendants.

13  
14 7. Unless otherwise alleged in this complaint, Plaintiffs are informed, and on the basis of  
15 that information and belief, allege that at all times herein mentioned, each of the remaining  
16 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and  
17 under the authority of their agency, employment, or representative capacity, with the consent  
18 of his/her codefendants.

#### 20 **GENERAL ALLEGATIONS**

21 8. Plaintiffs started working for DEFENDANTS at the “Mine Eathai” restaurant located at  
22 10444 Knott Ave., Anaheim, CA 92804 on or around June 2017. When they started, they both  
23 generally worked from 10:30am to 10pm initially for 7 days per week and later for 6 days per  
24 week. Plaintiff Pornsak’s job duties included being a server, delivery driver, and washing  
25 dishes. Plaintiff Umaporn’s duties include being a server, cook, washing dishes, and cashier  
26 duties. DEFENDANTS did not have a clock-in/clock-out system in place. Plaintiffs’  
27 employment with DEFENDANTS ended on or around July 1, 2019.

1       9. It is Plaintiffs' position that DEFENDANTS have violated numerous Labor Code  
2 Sections against Plaintiffs and other similarly situated aggrieved employees.

3       10. During their employment tenure, Plaintiffs were not classified as W2 employees and  
4 were seemingly willfully misclassified as "independent contractors" pursuant to California  
5 Labor Code section 226.8. As such, DEFENDANTS violated Labor Code section 226.8.  
6 Pursuant to Labor Code section 226.8(a)(1), it is unlawful for any person or employer to  
7 willfully misclassify an individual as an independent contractor. "Willful misclassification  
8 means avoiding employee status for an individual by voluntarily and knowingly misclassifying  
9 that individual as an independent contractor." Cal. Lab. Code Section 226.8(i)(4). If a person or  
10 employer has willfully misclassified an individual as an independent contractor, the person or  
11 employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and  
12 not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other  
13 penalties or fines permitted by law. Cal. Lab. Code Section 226.8(b). If the person or employer  
14 has engaged in or is engaging in a pattern or practice of willfully misclassifying individuals as  
15 independent contractors, the person or employer shall be subject to a civil penalty of not less  
16 than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000)  
17 for each violation, in addition to any other penalties or fines permitted by law. Cal. Lab. Code  
18 Section 226.8(c).

19       11. In a very important decision, *Dynamex Operations v. Superior Court* (2018) 4 Cal. 5th  
20 903, the Supreme Court developed the "ABC Test" to determine whether an independent  
21 contractor is an employee. Under the ABC test, a worker will be deemed to have been  
22 "suffered or permitted to work," and thus, an employee for wage order purposes, unless the  
23 putative employer proves:

24 (A) that the worker is free from the control and direction of the hiring entity in connection with  
25 the performance of the work, both under the contract for the performance of the work and in  
26 fact;

26 (B) that the worker performs work that is outside the usual course of the hiring entity's  
27 business; and  
28

1 (C) that the worker is customarily engaged in an independently established trade, occupation,  
2 or business of the same nature as the work performed.

3 Note that each of these requirements need to be met in order for the presumption that a worker  
4 is an employee to be rebutted, and for a court to recognize that a worker has been properly  
5 classified as an independent contractor. Here, it is unequivocally clear that DEFENDANTS  
6 would not be able to get past the second part of the test since Plaintiffs Pornsak and Umaporn  
7 were engaged in server, dish washing, cashier, and driving duties which are all unequivocally  
8 related to DEFENDANTS' core business of operating a restaurant.

9 12. Moreover, DEFENDANTS did not provide Plaintiffs and other similarly situated  
10 aggrieved employees with the minimum wages to which they were entitled for all work  
11 performed and as such did compensate them and others for all hours worked pursuant to  
12 California Labor Code sections 1194, 1197 and 1197.1. This is so because Plaintiff Pornsak  
13 was paid \$60 cash for the entire day (daily rate) whereas Plaintiff Umaporn was paid \$100 cash  
14 for the entire day (daily rate) despite working a nearly 12-hour shift, 6 to 7 days per week. The  
15 latter does not translate to receiving the minimum wage for all hours worked. DEFENDANTS  
16 also violated Labor Code §510 because it failed to pay Plaintiffs and other similarly situated  
17 aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours  
18 per day and/or 40 hours per week throughout their employment. The latter is a function of  
19 Plaintiffs and other aggrieved employees not being compensated for all hours worked and not  
20 getting credit for all hours worked, which would translate into overtime. Plaintiffs' daily rates  
21 did not even compensate them with the minimum wage for all hours worked, much less  
22 overtime compensation of 1.5 times their hourly rate for hours worked over 8 (eight) and 2  
23 times their hourly rate for hours worked over 12 in a single workday.

24 13. DEFENDANTS also violated Labor Code § 226.7 and the appropriate Industrial  
25 Welfare Commission Wage Order (Wage Order no. 5) because it failed to provide Plaintiffs  
26 and others with 10-minute rest periods for every four hours of work, or majority portion  
27 thereof, throughout their employment. DEFENDANTS did not completely relieve Plaintiffs  
28

1 and others of all duty during said rest periods. DEFENDANTS did not pay to Plaintiffs and  
2 others one additional hour of pay at Plaintiffs' regular rate of compensation for each workday  
3 that one or more statutory rest periods was not provided. It was not restaurant policy and not  
4 part of the culture for employees Plaintiffs and others to take rest breaks. As such, the culture  
5 at DEFENDANTS did not lend itself to the employees receiving statutory breaks wherein they  
6 were relieved of all work duties. It was the normal practice and custom of DEFENDANTS not  
7 to authorize, permit, and enforce statutory rest periods. As such, the environment and culture at  
8 DEFENDANTS was not conducive to receiving statutory rest breaks under California law.

9 14. DEFENDANTS violated Labor Code §§ 512 and 226.7 along with the appropriate  
10 Industrial Welfare Commission Wage Order (Wage Order no. 5) because it failed to provide  
11 Plaintiffs and others the requisite 30-minute, uninterrupted meal periods for every five (5)  
12 hours of work throughout their employment. DEFENDANTS did not completely relieve  
13 Plaintiffs and others of all duty during said meal periods. DEFENDANTS did not pay to  
14 Plaintiffs and others one additional hour of pay at Plaintiffs' regular rate of compensation for  
15 each workday that one or more statutory meal periods was not provided. Like the rest breaks,  
16 receiving a thirty-minute uninterrupted meal break was not part of the restaurant culture and  
17 was not strictly enforced by DEFENDANTS. It was the normal practice and custom of  
18 DEFENDANTS not to authorize, permit, and enforce statutory meal periods. Moreover,  
19 Plaintiffs did not receive a second statutory meal period before their 10th hour of work.  
20 Plaintiffs always ate while working and were not getting an uninterrupted meal period. The  
21 culture and environment required Plaintiffs to eat and work at the same time and Plaintiffs did  
22 not sign "On Duty Meal Period Agreements".

23 15. Furthermore, during the relevant time period and based on the above allegations,  
24 DEFENDANTS failed to pay Plaintiffs and others all wages due to them within any time  
25 period specified by California Labor Code section 204. DEFENDANTS were also in violation  
26 of California Labor Code section 226(a), by failing to provide actual wage statements and  
27 include pertinent information on the wage statements, including but not limited to, all hours  
28

1 worked (minimum wage and overtime), the applicable hourly rates, the legal name and address  
2 of the employer, gross wages earned, net wages earned, and premium pay for the missed meal  
3 and rest breaks, among others. In fact, DEFENDANTS did not provide Plaintiffs with any pay  
4 stubs whatsoever. As such, DEFENDANTS did not provide Plaintiffs and other similarly  
5 situated aggrieved employees with complete, accurate itemized wage statements.

6 16. During the relevant time period, DEFENDANTS also failed to keep accurate and  
7 complete payroll records showing the actual hours worked per day and the wages paid to  
8 Plaintiffs and others pursuant to California Labor Code sections 1174(d).

9 17. DEFENDANTS also violated Labor Code § 203 because it willfully failed to pay  
10 Plaintiffs and other similarly situated aggrieved employees earned and due wages upon  
11 separation of employment, either immediately upon involuntary termination, or within 72  
12 hours of resignation. These earned but unpaid wages include minimum wages and  
13 compensation for all hours worked, overtime compensation, premium pay for missed meal and  
14 rest breaks, and business expense reimbursement, among others.

15 18. Additionally, during the relevant time period, Plaintiffs and others incurred necessary,  
16 business-related expenses and costs that were not reimbursed by DEFENDANTS. These costs  
17 include, but are not limited to, use of personal cell phones for work purposes and gas/mileage  
18 reimbursement for Plaintiff Pornsak doing deliveries in his personal vehicle. Accordingly,  
19 DEFENDANTS was in violation of California Labor Code sections 2800 and 2802.

20 Moreover, DEFENDANTS failed to provide sick pay pursuant to Labor Code section 246 and  
21 also failed to provide Worker's Compensation coverage for Plaintiffs and other aggrieved  
22 employees in violation of Labor Code Section 3700.5.

23  
24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

26 **(California Industrial Welfare Commission Order 5-2001, California Code of**  
27 **Regulations Title 8 Section 11050, and California Labor Code Section 1198)**  
28

1                   **(Plaintiffs against all named defendants and all DOE defendants)**

2           19. Plaintiffs re-allege and incorporate by reference each and every allegation in  
3 paragraphs 1 through 18 inclusive, of this Complaint as though fully set forth herein.

4           20. At all times relevant herein, Defendants were required to compensate its employees for  
5 all hours worked upon reporting for work at the appointed time stated by the employer  
6 pursuant to Industrial Welfare Commission Order 5-2001, California Code of Regulations,  
7 Title 8, Section 11050.

8           21. For the three (3) years preceding filing of this action, Defendants failed to compensate  
9 Plaintiffs for all hours worked.

10          22. Under the aforementioned wage order and regulations, Plaintiffs are to recover  
11 compensation for all hours worked but not paid by Defendants for the three (3) years  
12 preceding the filing of this Complaint.

13          23. As a proximate result of the aforementioned violations, Plaintiffs have been damaged in  
14 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of  
15 this Court.

16          24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and  
17 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiffs are  
18 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus  
19 reasonable attorney's fees and costs of suit.

20          25. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged  
21 along with any allowable interest, penalties, attorney's fees, and costs which will equal an  
22 amount known to Plaintiffs once they have obtained all of their payroll records from  
23 Defendants.

24                   **SECOND CAUSE OF ACTION**

25                   **FAILURE TO PAY MINIMUM WAGES**

26                   **(California Labor Code Sections 1194, 1194.2, 1197)**

27                   **(Plaintiffs against all named defendants and all DOE defendants)**

1 26. Plaintiffs re-allege and incorporate by reference each and every allegation in  
2 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

3 27. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer  
4 to suffer or permit a California employee to work without paying wages at the minimum wage  
5 rate for all hours worked as required by the applicable Industrial Welfare Commission  
6 (hereinafter "IWC") Wage Order No. 5-2001, codified at California Code of Regulations, Title  
7 8, Section 11050, subdivision 4.

8 28. Pursuant to IWC Wage Order no. 5-2001, subdivision 2(K), at all relevant times, "hours  
9 worked" included "the time during which an employee is subject to the control of an employer,  
10 and includes all the time the employee is suffered or permitted to work, whether or not required  
11 to do so..."

12 29. During their employment, Plaintiffs were regularly required as a matter of uniform  
13 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiffs  
14 were paid less than the minimum wage rate by Defendants for hours worked in violation of  
15 California Labor Code Section 1197 and the applicable California Industrial Wage  
16 Commission wage order(s).

17 30. Plaintiffs were, at all relevant times, under the control of Defendants and suffered or  
18 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately  
19 compensate Plaintiffs were not in good faith nor were there reasonable grounds for Defendants  
20 to believe that their acts or omissions were not contrary to California law.

21 31. For all hours worked by Plaintiffs for which they were paid less than the minimum  
22 wage rate by Defendants, Plaintiffs are entitled to not less than the applicable California  
23 minimum wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an  
24 amount equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section  
25 1194, Plaintiffs are also entitled to attorney's fees, costs and interests according to proof.

26 32. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged  
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
28

trial.

**THIRD CAUSE OF ACTION**

**FAILURE TO PAY OVERTIME**

**(California Industrial Welfare Commission Order 5-2001, California Code of Regulations Title 8 Section 11050)**

**(Plaintiffs against all named defendants and all DOE defendants)**

33. Plaintiffs re-allege and incorporate by reference each and every allegation in paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

34. Pursuant to Industrial Welfare Commission Order No. 5-2001, California Code of Regulations, Title 8, Section 11050, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiffs for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

35. Plaintiffs were non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 5-2001, California Code of Regulations, Title 8, Section 11050.

36. Plaintiffs worked more than eight (8) hours in a single workday, twelve (12) hours in a single workday or forty (40) hours in a single workweek on numerous occasions.

37. Plaintiffs were entitled to the above overtime premiums.

38. Defendants did not pay Plaintiffs premium wages of at least one and one-half times Plaintiffs' regular rate of pay for hours worked past eight (8) in a day.

39. Defendants did not pay Plaintiffs premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past forty (40) in a week and did not pay Plaintiffs premium wages of at least two times Plaintiffs' regular rate of pay for hours worked past twelve (12) in a day.

1 40. Plaintiffs worked at least one pay period in which they were not properly paid overtime  
2 within the three (3) years prior to the initiation of this lawsuit.

3 41. Defendants know or should know the actual dates of overtime worked, the amount of  
4 overtime worked, and the amount of unpaid overtime due.

5 42. As a proximate result of Defendants' violations, Plaintiffs have been damaged in an  
6 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this  
7 Court.

8 43. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of  
9 Regulations, Title 8, Sections 11050, Plaintiffs are entitled to recover damages for the  
10 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus  
11 reasonable attorney's fees and costs of suit.

12 44. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged  
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
14 trial.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

17 **(California Labor Code Section 226)**

18 **(Plaintiffs against all named defendants and all DOE defendants)**

19 45. Plaintiffs re-allege and incorporate by reference each and every allegation in  
20 paragraphs 1 through 44, inclusive, of this Complaint as though fully set forth herein.

21 46. Pursuant to California Labor Code Section 226, every employer must furnish each  
22 employee an itemized statement of wages and deductions at the time of payment of wages.

23 47. Defendants knowingly and intentionally did not furnish Plaintiffs with any pay stubs  
24 that accurately reflected all information required by Labor Code Section 226, including but not  
25 limited to, gross wages earned, including overtime hours, net wages earned, premium pay for  
26 missed meal and rest breaks, total hours worked by the employee, and all deductions.

27 Therefore, Defendants failed to maintain and provide accurate itemized wage statements to  
28

1 Plaintiffs in accordance with California Labor Code Section 226(a).

2 48. Pursuant to California Labor Code Section 226(e), Plaintiffs are entitled to recover the  
3 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation  
4 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay  
5 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and  
6 reasonable attorney's fees.

7 49. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have  
8 sustained damages, including loss of earnings, in an amount to be established at trial. As a  
9 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,  
10 Plaintiffs are entitled to recover penalties, in an amount to be established at trial, as well as  
11 costs and attorney's fees pursuant to statute.

12 50. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged  
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
14 trial.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

17 **(California Labor Code Section 204)**

18 **(Plaintiffs against all named defendants and all DOE defendants)**

19 51. Plaintiffs re-allege and incorporate by reference each and every allegation in  
20 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein.

21 52. California Labor Code Section 204 establishes the fundamental right of all employees  
22 in the State of California to be paid wages in a timely fashion for their work.

23 53. At all times relevant during the liability period, Defendants failed to pay Plaintiffs the  
24 full amount of all owed wages when due as required by California Labor Code Section 204.

25 54. Defendants failed to pay Plaintiffs all wages earned each pay period. Plaintiffs are  
26 informed, believe, and thereon allege, that all times relevant during the liability period,  
27 Defendants maintained a policy or practice of not paying Plaintiffs wages for all hours worked,  
28

1 including overtime hours and the minimum wage as well as premium pay for missed meal and  
2 rest breaks.

3 55. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in an  
4 amount, subject to proof, to the extent they were not paid all wages each pay period. The  
5 precise amount of unpaid wages is not presently known to Plaintiffs but can be determined  
6 directly from Defendants' records or indirectly based on information from Defendants'  
7 records.

8 56. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged  
9 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
10 trial.

11 **SIXTH CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE SECTION 558**

13 **(California Labor Code Section 558)**

14 **(Plaintiffs against all named defendants and all DOE defendants)**

15 57. Plaintiffs re-allege and incorporate by reference each and every allegation in  
16 paragraphs 1 through 56, inclusive, of this Complaint as though fully set forth herein.

17 58. California Labor Code Section 558 states that any person acting on behalf of an  
18 employer who violates, or causes to be violated, a section of this chapter or any provision  
19 regulating hours and days of work in any order of the Industrial Welfare Commission shall be  
20 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid  
21 employee for each pay period for which the employee was underpaid in addition to an amount  
22 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one  
23 hundred dollars (\$100) for each underpaid employee for each pay period for which the  
24 employee was underpaid in addition to an amount sufficient to recover underpaid wages.  
25 Plaintiffs claim penalties for five (5) years immediately preceding the date this lawsuit was  
26 filed.

27 59. Plaintiffs hereby allege that named Defendants violated Labor Code Section 558. Thus,  
28

Defendants are subject to civil penalties under the following laws:

- a. California Labor Code Section 558. Defendants failed to pay Plaintiffs regular wages, including the minimum wage for all hours worked and overtime wages for overtime hours worked. As such, Defendants violated Section 558 under which penalties are due. Plaintiffs therefore pray for penalties of \$50.00 for the first pay period and \$100.00 for each subsequent violation for each pay period for which Plaintiffs were underpaid in addition to an amount sufficient to recover underpaid wages.
- b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for relief associated with Plaintiffs' prosecution of this cause of action under California Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not paying Plaintiffs for their overtime hours worked and for all hours worked.
- c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's fees for relief associated with Plaintiffs' prosecution of this cause of action under California Labor Code Sections 200, et seq.

60. Under this cause of action, Plaintiffs pray for all penalties and pay otherwise due under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

61. Plaintiffs also pray for Labor Code Section 211 and 218.5 recovery of costs and attorney's fees for the time Plaintiffs' attorney spent prosecuting this cause of action.

### **SEVENTH CAUSE OF ACTION**

#### **FAILURE TO MAINTAIN ACCURATE RECORDS**

**(California Labor Code Section 1174(d))**

**(Plaintiffs against all named defendants and all DOE defendants)**

62. Plaintiffs re-allege and incorporate by reference each and every allegation in

1 paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

2 63. Labor Code section 1174(d) requires that employers, including Defendants, maintain  
3 accurate records showing the hours worked daily by its employees and to whom wages were  
4 paid.

5 64. Additionally, the "Records" section of the applicable IWC Wage Order obligates the  
6 employer, including Defendants, to keep accurate information with respect to each one of their  
7 employees including, but not limited to, the total wages paid each payroll period, and time  
8 records showing when the employee begins and ends each work period, meal periods, split  
9 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and  
10 the applicable rates of pay.

11 65. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails  
12 to maintain accurate and complete records required by Labor Code section 1174(d) is subject  
13 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate  
14 records of Plaintiffs' total daily hours, the total hours worked in the payroll period, the  
15 applicable rates of pay, and total wages earned for the payroll period.

16 66. As a direct result of Defendants' violations alleged herein, Plaintiffs have suffered and  
17 continue to suffer substantial losses related to Defendants' failure to record and maintain  
18 records of meal and rest periods as well as time records.

19 67. Plaintiffs seek all available remedies for Defendants' violations including, but not  
20 limited penalties, and costs to the extent permitted by law and according to proof at trial.

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO GIVE REST BREAKS**

23 **(Plaintiffs against all named defendants and all DOE defendants)**

24 68. Plaintiffs re-allege and incorporate by reference each and every allegation in  
25 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.  
26

27 69. Plaintiffs bring this cause of action under the following laws, for the following reasons:  
28

- 1 a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which  
2 provides that every employer shall authorize and permit all employees to take rest  
3 periods, which insofar as practicable shall be in the middle of each work period.  
4 The authorized rest period time shall be based on the total hours worked daily at the  
5 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;  
6  
7 b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which  
8 provides that if an employer fails to provide an employee a rest period in  
9 accordance with the applicable provisions of this order, the employer shall pay the  
10 employee one (1) hour of pay at employee's regular rate of compensation for each  
11 workday that the rest period is not provided;  
12  
13 c. Title 8 of the California Code of Regulations sections 11050(20)(A), which  
14 penalizes the employer \$50.00 for each initial violation, per employee, of any  
15 provision of the Wage Order, and \$100.00 for each additional violation thereafter  
16 per employee; and  
17  
18 d. California Labor Code section 226.7, which states that (a) no employer shall require  
19 any employee to work during any rest period mandated by an applicable order of  
20 the Industrial Welfare Commission, and (b) if an employer fails to provide an  
21 employee a rest period in accordance with an applicable order of the Industrial  
22 Welfare Commission, the employer shall pay the employee one (1) additional hour  
23 of pay at employee's regular rate of compensation for each work day that the rest  
24 period is not provided.

25 70. Plaintiffs allege that they were not authorized and permitted to take a ten (10) minute  
26 rest break after every four (4) hours of work or major fraction thereof, as required by California  
27 law.  
28

1 71. Under this cause of action, Plaintiffs pray for wages due to them under the statutes,  
2 regulations, and wage orders alleged in this cause of action along with any allowable interest,  
3 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiffs pray for  
4 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

5 72. Plaintiffs also pray for Labor Code section 218.5 recovery of costs and attorney's  
6 fees as well as interest under Labor Code section 218.6.

7 73. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged  
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
9 trial.  
10

### 11 NINTH CAUSE OF ACTION

#### 12 FAILURE TO GIVE MEAL BREAKS

13 **(Plaintiffs against all named defendants and all DOE defendants)**

14 74. Plaintiffs re-allege and incorporate by reference each and every allegation in  
15 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

16 75. Plaintiffs bring this cause of action under the following laws, for the following  
17 reasons:  
18

- 19 a. California Labor Code section 512(a), which requires that employees be given a 30-  
20 minute uninterrupted meal break after five (5) hours of work, and a second  
21 uninterrupted meal break after ten (10) hours of work;
- 22 b. California Labor Code section 226.7, which states that (a) no employer shall require  
23 any employee to work during any meal period mandated by an applicable order of  
24 the Industrial Welfare Commission, and (b) if any employer fails to provide an  
25 employee a meal period in accordance with an applicable order of the Industrial  
26 Welfare Commission, the employer shall pay the employee one (1) additional hour  
27  
28

1 of pay at the employee's regular rate of compensation for each workday that the  
2 meal period is not provided;

3 c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified  
4 under Title 8 of the California Code of Regulations Section 11050, which states that  
5 if an employer fails to provide an employee a meal period in accordance with the  
6 applicable provisions of the Wage Order, the employer shall pay the employee one  
7 (1) hour of pay at the employee's regular rate of compensation for each workday  
8 that the meal period is not provided;

9  
10 d. California Industrial Welfare Commission Wage Order No. 5 Section 7(A)(3), as  
11 codified under Title 8 of the California Code of Regulations Section 11050, which  
12 requires an employer to maintain records documenting its employees' meal periods;

13 e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as  
14 codified under California Code of Regulations Section 11050, which penalizes the  
15 employer \$50.00 for each initial violation, per employee, of any provision of the  
16 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

17  
18 f. California Labor Code section 1171 and 1173, which have given the California  
19 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 5)  
20 as enforceable law.

21 76. Plaintiffs allege that they were not authorized and permitted to take relieved meal  
22 breaks after five (5) hours of work. Plaintiffs further allege that they were not authorized and  
23 permitted to take a second relieved meal break after ten (10) hours of work, as required by  
24 California law. California Labor Code section 512(a) and California Industrial Welfare  
25 Commission Order No. 5, as codified under California Code of Regulations Sections 11050 et.  
26 seq. requires that employees receive uninterrupted meal periods every five (5) hours of  
27  
28

1 consecutive work, and that the meal period be at least 30 minutes in length, wherein employee  
2 is relieved of all work duty. California Labor Code section 226.7 provides that employers may  
3 not require their employees to work through their meal periods. California Labor Code section  
4 226.7 and California Code of Regulations section 11050 requires that if the employer fails to  
5 provide the employee with an uninterrupted meal period, the employer must pay the employee  
6 one (1) hour of pay for each work day that the meal period is not given.

7  
8 77. Under this cause of action, Plaintiffs pray for wages due to her under the statutes,  
9 regulations, and wage orders alleged in this cause of action along with any allowable interest,  
10 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiffs pray for  
11 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

12 78. Plaintiffs also pray for Labor Code section 218.5 recovery of costs and attorney's  
13 fees as well as interest under Labor Code section 218.6.

14 79. Under this cause of action, Plaintiffs prays for penalties due under the statutes alleged  
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
16 trial.

#### 17 **TENTH CAUSE OF ACTION**

#### 18 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

19 **(California Labor Code Sections 201, 202, 203)**

20 **(Plaintiffs against all named defendants and all DOE defendants)**

21 80. Plaintiffs re-allege and incorporate by reference each and every allegation in  
22 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.

23 81. Pursuant to California Labor Code Section 201(a), an employer who discharges an  
24 employee must immediately pay for all compensation due and owing.

25 82. Pursuant to California Labor Code Section 202, when an employee resigns, the  
26 employer must pay all compensation due and owing within 72 hours of resignation, or on the  
27 employee's last day of work, if the employee gives more than 72 hours notice of resignation.  
28

1 83. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,  
2 without abatement or reduction, any wages of an employee whose employment ends, the wages  
3 of the employee shall continue as a penalty from the due date at the same rate until paid or until  
4 an action is commenced; however, the wages shall not continue for more than 30 days for  
5 failure to pay an employee owed wages.

6 84. After Plaintiffs' employment with Defendants ended, Defendants willfully refused and  
7 continue to refuse to pay their unpaid wages as required by Labor Code Section 203.

8 85. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged  
9 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
10 trial. Moreover, Plaintiffs prays for the above-mentioned money from 3 years immediately  
11 preceding the filing of this lawsuit.

12 86. Under this cause of action, Plaintiffs also pray for attorney's fees and costs under  
13 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set  
14 forth herein. Plaintiffs also pray for interest under California Labor Code Section 218.6.

15 87. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged  
16 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
17 trial.

18 **ELEVENTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

20 **(Plaintiffs against all Defendants and DOE Defendants, and each of them)**

21 88. Plaintiffs re-allege and incorporate by reference each and every allegation in  
22 paragraphs 1 through 84, inclusive, of this Complaint as thought fully set forth herein.

23 89. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her  
24 employee for all necessary expenditures or losses incurred by the employee in direct  
25 consequence of the discharge of his or her duties."

26 90. Beginning at least 3 years prior to the filing of this complaint, in order to discharge  
27 their duties for Defendant, Plaintiffs incurred reasonable and necessary expenses in the course  
28

1 of completing their job duties, which were not reimbursed by Defendant. These expenses  
2 include, but are not limited to, use of personal cell phones for work purposes and gas/mileage  
3 reimbursement for Plaintiff Pornsak doing deliveries in his personal vehicle

4 91. Plaintiffs are entitled to reimbursement for these necessary expenditures, plus interest  
5 and attorney's fees and costs, under Labor Code section 2802.

6  
7 **TWELFTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE TO PROVIDE PAY RECORDS**

9 **(Plaintiffs against all named defendants and all DOE defendants)**

10 92. Plaintiffs re-allege and incorporate by reference each and every allegation in  
11 paragraphs 1 through 91, inclusive, of this Complaint as though fully set forth herein.

12 93. Labor Code section 1198.5 dictates "every current and former employee, or his or her  
13 representative, has the right to inspect and receive a copy of the personnel records that the  
14 employer maintains relating to the employee's performance or to any grievance concerning the  
15 employee."  
16

17 94. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer  
18 shall make the contents of those personnel records available for inspection to the current or  
19 former employee, or his or her representative, at reasonable intervals and at reasonable  
20 times..." On information and belief, Defendants intentionally failed to provide Plaintiffs with  
21 personnel records when requested by Plaintiffs via letter on February 20, 2020, as required by  
22 law. Plaintiffs requested their pay records in accordance with California Labor Code section  
23 226 on February 20, 2020.  
24

25 95. Defendants failed to provide Plaintiffs with an opportunity to inspect or copy their  
26 records within 21 days. As a direct result of Defendants' violations alleged herein, Plaintiffs  
27 have suffered and continues to suffer substantial losses related to Defendants' failure to provide  
28

1 personnel records.

2 96. Plaintiffs seeks all available remedies for Defendants' violations including, but not  
3 limited penalties, and costs to the extent permitted by law and according to proof at trial.  
4 Pursuant to Labor Code section 226, Plaintiffs pray for judgment against Defendants  
5 in the amount of \$750.00, along with costs and attorney's fees.

6 **THIRTEENTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE PERSONNEL RECORDS**

8 **(Plaintiffs against all named defendants and all DOE defendants)**

9  
10 97. Plaintiffs re-allege and incorporate by reference each and every allegation in  
11 paragraphs 1 through 96, inclusive, of this Complaint as though fully set forth herein.

12 98. Labor Code section 226 sub-section (b) dictates "an employer...shall afford current and  
13 former employees the right to inspect or copy records pertaining to their employment, upon  
14 reasonable request to the employer..."

15 99. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who  
16 receives a written or oral request to inspect or copy records pursuant to subdivision (b)  
17 pertaining to a current or former employee shall comply with the request as soon as  
18 practicable, but no later than 21 calendar days from the date of the request." On information  
19 and belief, Defendants intentionally failed to provide Plaintiffs with pay records when  
20 requested by Plaintiffs via letter on February 20, 2020, and as required by law. Plaintiffs  
21 requested their personnel records in accordance with California Labor Code section 1198.5(k)  
22 on February 20, 2020. Defendants failed to provide Plaintiffs with an opportunity to inspect or  
23 copy their personnel records within 30 days.  
24  
25  
26  
27  
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1 100. As a direct result of Defendants' violations alleged herein, Plaintiffs have suffered  
2 and continue to suffer substantial losses related to Defendants' failure to provide pay records.  
3 Pursuant to Labor Code section 1198.5, Plaintiffs pray for judgment against Defendants  
4 in the amount of \$750.00, along with costs and attorney's fees.

5 101. Plaintiffs seek all available remedies for Defendants' violations including, but not  
6 limited penalties, and costs to the extent permitted by law and according to proof at trial.  
7

#### 8 **FOURTEENTH CAUSE OF ACTION**

#### 9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **Individual and Representative Claim for PAGA penalties under California Labor Code**  
11 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 226.8, 233, 246, 510, 512,**  
12 **558, 1174, 1174.5, 1194, 1197, 1198, 1198.5, 2802, 3700.5)**

13 **(Plaintiffs Against all Named Defendants and all DOE Defendants)**

14 102. Plaintiffs re-allege and incorporate by reference each and every allegation in  
15 paragraphs 1 through 101, inclusive, of this Complaint as though fully set forth herein.

16 103. Pursuant to law, Plaintiffs provided the required written notice to the LWDA and  
17 Defendants of the specific violations of the California Labor Code that Defendants  
18 and DOE defendants have violated and continue to violate.

19 104. Pursuant to California Labor code section 2699.3, no response was received from the  
20 LWDA within 65 days of the postmark date of the above-alleged letter.

21 105. Plaintiffs therefore have exhausted all administrative remedies required of them under  
22 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
23 cause of action and pursue penalties in a representative action for Defendants' violations of the  
24 Labor Code.

25 106. Pursuant to California Labor Code section 2699, any provisions of the Labor Code  
26 that provides for a civil penalty to be assessed and collected by the LWDA or any of its  
27 departments, divisions, commissions, boards, agencies, or employees for violation of the code  
28

1 may, as an alternative, be recovered through a civil action brought by an aggrieved employee  
2 on behalf of himself or herself and other current or former employees pursuant to the  
3 procedures specified in California Labor Code section 2699.3.

4 107. Plaintiffs are “aggrieved employees” because Plaintiffs were employed by the alleged  
5 violator and had one or more of the alleged violations committed against them, and therefore  
6 are properly suited to represent the interests of other current and former employees, which are  
7 defined as all employees who were misclassified as independent contractors as well as those  
8 employees who should have been classified or were classified as non-exempt, hourly employees,  
9 and who worked for DEFENDANTS in the State of California during the applicable  
10 PAGA period.

11 108. Based on the acts alleged above, Plaintiffs, on behalf of themselves and others, seek  
12 penalties under California Labor Code sections 2698 and 2699 because of Defendants’  
13 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

14 109. Plaintiffs therefore have exhausted all administrative remedies required of them under  
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
16 cause of action and pursue penalties in a representative action for Defendants’ violations of the  
17 Labor Code.

18 110. California Labor Code section 2699 et seq. imposes penalties upon culpable  
19 Defendants for violating the Labor Code.

20 111. California Labor Code section 558 establishes a civil penalty as follows: Any  
21 employer or other person action on behalf of an employer who violates, or causes to be  
22 violated, a section of this chapter or any provision regulating hours and days of work in any  
23 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section  
24 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty  
25 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
26 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid  
27 employee for each pay period for which the employee was underpaid ...;

1 112. Plaintiffs seek penalties for Defendants' misconduct as alleged herein as permitted by  
2 law, but only those penalties that are required to be shared with the LWDA as Plaintiffs are not  
3 seeking individual/victim specific relief or underpaid wages under this particular cause of  
4 action.

5 113. Specifically, Plaintiffs seek penalties under California Labor Code section 2699, for  
6 the following:

7 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,  
8 226.3, 226.7, 226.8, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5  
9 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage  
10 Orders (Order no. 5) violated based on the facts alleged in this Complaint.

11 114. Pursuant to Labor Code section 2698 et seq., Plaintiffs seek to recover attorney's fees,  
12 costs, and civil penalties on behalf of Plaintiffs and other current and former aggrieved  
13 employees as alleged herein in an amount to be shown according to proof at trial and within the  
14 jurisdictional limits of this Court.

15 **FIFTEENTH CAUSE OF ACTION**

16 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

17 **(California Business and Professions Code Section 17200)**

18 **(Plaintiffs against all named Defendants and all DOE defendants)**

19 115. Plaintiffs re-allege and incorporate by reference each and every allegation in  
20 paragraphs 1 through 114, inclusive, of this Complaint as though fully set forth herein.

21 116. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants  
22 constitutes unfair and unlawful business practices under California Business and Professions  
23 Code Section 17200, et seq.

24 117. Defendants' violations of California labor laws constitutes a business practice because  
25 it was done repeatedly over a significant period of time in a systematic manner that was  
26 detrimental to Plaintiffs.

27 118. For the four years preceding the filing of this action, Plaintiffs have suffered damages  
28

1 and request damages and/or restitution of all monies and profits to be disgorged from  
2 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of  
3 this Court.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for Judgment against Defendants and each of them, as  
6 follows:

- 7 1. For compensatory damages, according to proof;
- 8 2. For special damages to the extent allowed by law;
- 9 3. For damages for wages and overtime not paid to Plaintiffs in an amount subject to proof  
10 at trial;
- 11 4. For damages and penalties under Labor Code Section 226 for Plaintiffs in an amount  
12 subject to proof at trial;
- 13 5. For restitution and disgorgement for all unfair business practices by Defendants against  
14 Plaintiffs in an amount subject to proof at trial;
- 15 6. For an order enjoining Defendants from further unfair and unlawful business practices  
16 in violation of Business and Professions Code Sections 17200, et seq.;
- 17 7. For one hour of wages due to Plaintiffs for each work period of more than five (5)  
18 hours when Plaintiffs did not receive an uninterrupted thirty (30) minute meal period;
- 19 8. For one hour of wages due to Plaintiffs for each work period of four (4) hours or major  
20 fraction thereof when Plaintiffs did not receive a ten (10) minute rest break;
- 21 9. For maximum civil penalties available under the Labor Code and applicable Wage  
22 Order against Defendants as described more particularly in the Complaint and the  
23 PAGA notice.
- 24 10. For all remedies available to Plaintiffs under the applicable Wage Order and the  
25 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,  
26 liquidated damages, damages, penalties, and waiting time penalties according to proof  
27  
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1 to the extent permitted by law;

2 11. For the imposition of civil penalties and/or statutory penalties, including "waiting time"  
3 penalties pursuant to Labor Code Section 203 and PAGA civil penalties.

4 12. For \$1500.00 for failure to allow Plaintiffs to inspect or copy payroll or personnel  
5 records in a timely manner;

6 13. For all interest as allowed by law;

7 14. For all costs and disbursements incurred in this suit;

8 15. Reasonable attorney's fees where available by law, including but not limited to,  
9 pursuant to the Labor Code, including Labor Code Section 2698 et. seq and/or other  
10 applicable laws; and

11 16. For such other and further relief as the Court deems just and proper.  
12

13 DATED: August 3, 2020

MESSRELIAN LAW INC.

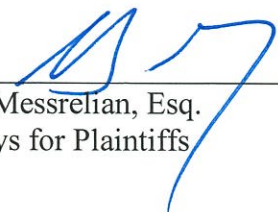
14  
15 By   
16 Harout Messrelian, Esq.  
Attorneys for Plaintiffs

17  
18 **DEMAND FOR JURY TRIAL**

19 Plaintiffs hereby demand, as a matter of right, a trial by jury in this case.  
20

21 DATED: August 3, 2020

MESSRELIAN LAW INC.

22  
23 By   
24 Harout Messrelian, Esq.  
Attorneys for Plaintiffs  
25  
26  
27  
28